



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

1. **RSA-3636-1999 (O&M)**
Reserved on :- 12.01.2026
Date of Pronouncement:-.22.01.2026
Uploaded on:-23.01.2026

Raghbir Singh

... Appellant

Versus

Smt. Paramjit Kaur and Others

... Respondents

2. **COCP-1435-2003 (O&M)**

Raghbir Singh

... Appellant

Versus

Smt. Paramjit Kaur and Another

... Respondents

CORAM: HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Argued by :-

Mr. Pritam Saini, Advocate
for the Appellant.

Ms. Sonia G. Singh , Advocate
for the respondents.

VIRINDER AGGARWAL, J.

1. This consolidated judgment the adjudication of the above-captioned Regular Second Appeal (hereinafter “RSA”) and the Contempt of Courts proceedings (hereinafter “COCP”), each arising from an identical factual and legal matrix. Given the commonality of parties, the coextensive nature of the impugned decrees and petition, and the consent of learned



counsels for joint consideration, these matters are being disposed of collectively in the interest of judicial economy, consistency in legal interpretation, and procedural efficiency.

2. At the instance of learned counsel for the parties in both RSA and COCP, the factual matrix for the purposes of this consolidated order has been meticulously extracted from the records of both cases, as it presents the most complete, accurate, and coherent account of the material facts.

2.1. This judgment specifically addresses the RSA filed by the appellant-plaintiff challenging the judgment and decree of the learned Additional District Judge, Kurukshetra, whereby the judgment and decree of the learned Trial Court was reversed. The Trial Court had partly decreed the suit of the appellant-plaintiff for recovery of ₹12,000/- along with interest at the rate of 12% per annum, and the present order examines and resolves all connected questions arising therefrom.

3. Briefly stated, the appellant-plaintiff instituted a civil suit seeking possession by way of specific performance of an agreement to sell in respect of the suit land, fully detailed and described in paragraph No.1 of the plaint. The suit was predicated on the claim that the defendant, on 25.08.1988, entered into a valid and binding agreement to sell the suit land for a total sale consideration of ₹25,000/-, having received earnest money of ₹12,000/-, and undertook to execute the sale deed on 27.02.1989. Despite repeated demands and notices, the defendant failed and neglected to execute the sale deed in accordance with the terms of the agreement, whereas the plaintiff remained, and continues to remain, ready and willing to perform all obligations under the contract. It is on this factual and legal foundation that the present suit has been filed.



4. The suit was vigorously contested by the legal representatives of the original defendant, Kartar Singh, who were alleged to have collusively suffered a decree in respect of the suit land in favour of Kashmir Singh and Amrik Singh, impleaded as defendants No.2 and 3. Initially, all defendants filed a joint written statement; however, defendants No.2 and 3 subsequently submitted separate written statements, in which they categorically denied that Kartar Singh had ever executed any agreement to sell or received the purported earnest money of ₹12,000/-. It was contended that the agreement dated 25.08.1988 was fabricated, frivolous, and legally inoperative, having been procured in collusion with the document writer and marginal witnesses. It was further averred that Kartar Singh had already sold 18 Marlas of the land to Ramesh Chand, Surinder Pal, and Jai Kishan by way of sale deed executed on 16.05.1988. According to the defendants, Ramesh Chand, a friend of the plaintiff, visited the house of Kartar Singh and requested execution of a Special Power of Attorney for the purpose of obtaining mutation in his favour, and that on 25.08.1988, Kartar Singh attended the Court complex, at which time, in connivance with the deed writer and marginal witnesses, the plaintiff fraudulently procured the impugned agreement, claiming a sum of ₹1,200/- from Kartar Singh, which remained unpaid by Ramesh Chand. Defendants No.2 and 3 asserted that they were lawful owners in possession of 1 Kanal of the suit land by virtue of the decree dated 17.03.1992 passed by the Sub-Judge, Kurukshetra, contending that the subject property of the present suit was entirely distinct from the property under their possession, and that their impleadment as parties was wholly erroneous. They further contended that Smt. Mohinder Kaur, mother of Kartar Singh, was an indispensable party who had not been impleaded. In



addition, preliminary objections were raised concerning the maintainability of the suit, the locus standi of the plaintiff, estoppel, improper valuation of the suit for Court purposes, and jurisdiction. The matter was initially adjudicated by the Additional Civil Judge (Senior Division), Kurukshetra, by judgment and decree dated 19.12.1996. On appeal, the learned Additional District Judge set aside the said judgment and decree vide order dated 16.09.1998, remanding the matter with specific directions that separate written statements of defendants No.2 and 3 be taken on record and that the issues be framed afresh, in accordance with the pleas set forth by the plaintiff in the amended plaint, thereby directing that the suit be reconsidered and adjudicated *de novo*.

5. Subsequently, the plaintiff filed a detailed replication, wherein all objections and contentions raised in the written statements were emphatically refuted, while simultaneously reiterating, with utmost clarity and precision, the pleadings and substantive claims articulated in the plaint. Upon a meticulous and comprehensive examination of the pleadings of both parties, coupled with a careful analysis of their respective factual and legal contentions, the Court deemed it necessary to identify and crystallize the precise points of dispute between the parties. In furtherance of a structured, methodical, and legally coherent adjudication, the Court, exercising its discretion judiciously, framed the following issues for determination, thereby ensuring that the subsequent proceedings would address all material controversies in a focused and authoritative manner:-

- “1. Whether the alleged agreement of sale-deed dated 25.8.1988 was alidly executed by the defendant No.1 in favour of the plaintiff on payment of Rs.12,000/-? OPP.



2. Whether the plaintiff was and is still ready and willing to get the sale-deed executed in terms of the alleged agreement dated 25.7.1988 and the sale-deed can not be executed due to fault of the defendant? OPP.
3. Whether the suit is not maintainable? OPD.
4. Whether the suit of the plaintiff has no locus-standi to file the present suit? OPD.
5. Whether the suit is bad for non-joinder of necessary parties? OPO.
6. Whether the suit property is not properly valued? OPO.
7. Whether the alleged agreement dated 25.8.1988 is result of fraud and is not binding on the defendants? OPD.
8. Relief.”

Following additional issue were also framed on 14.10.198 by the learned Trial Court:-

“2-A Whether the decree dated 17.3.1992 is null and void and not binding upon the rights of the plaintiff and hit by the principle of lis pendens ? OPD

2-B Whether the suit was not been properly verified and, therefore, liable to be dismissed ? OPD.”

5.1. Post-settlement of issues, both parties were afforded a full and adequate opportunity to adduce their respective oral and documentary evidence. Upon a meticulous and exhaustive appraisal of the entire evidentiary record, coupled with a careful consideration of the submissions advanced, the learned Civil Judge rendered a reasoned decision, deciding all issues in favour of the plaintiff and consequently decreeing the suit. Aggrieved by the judgment and decree so passed, an appeal was preferred before the learned Additional District Judge.

5.2. The learned Additional District Judge, upon consideration of the appeal, allowed the same in part; by partly setting aside the judgment and decree of the trial Court, the appeal was partly decreed to the extent of recovery of ₹12,000/- along with interest at the rate of 12% per annum from the date of the agreement until realization. The cross-objections filed by



Kashmir Singh and others were also allowed, with a declaration that the decree in their favour is valid and enforceable. Dissatisfied with the findings of the learned Additional District Judge, the appellant-plaintiff has preferred the instant Regular Second Appeal (RSA) for a comprehensive adjudication.

5.3. During the pendency of the RSA, the appellant-plaintiff filed a petition under the Contempt of Courts Act against Smt. Paramjit Kaur and Ramesh Kumar, contending that this Court, by orders dated 10.12.1999 and 13.03.2000, had restrained the respondents from alienating or altering the nature of the property in dispute. Notwithstanding these restraining orders, it was alleged that respondent No.2, Ramesh Kumar, had commenced construction on the disputed plot, claiming that the injunction did not operate against him as he had allegedly purchased the property even before filing of suit. The appellant-plaintiff contended that the restraining orders were binding upon respondent No.2 as he had stepped into the legal position of respondent No.1, who had been contesting the suit from its inception, and therefore, he could not be permitted to alter the status or nature of the disputed property. Pursuant to the order dated 04.11.2004, the contempt petition was directed to be heard and adjudicated along with the RSA, and the present proceedings are accordingly taken up for joint consideration.

6. The appellant has invoked the jurisdiction of this Court by way of the present Regular Second Appeal (RSA). Upon a prima-facie scrutiny, the appeal was found to raise substantial and arguable questions of law and fact, warranting detailed adjudication, and was accordingly admitted for regular hearing. Pursuant thereto, notices were issued to the respondents, who entered appearance through their counsel and robustly opposed the appeal at the stage of final arguments.



6.1. For a thorough, comprehensive, and judicious determination of the issues arising in the present appeal, the entire record of the lower Courts, including pleadings, evidence, and orders, was summoned and placed before this Court. The record was meticulously examined in its entirety, ensuring that the adjudication rests upon a complete, accurate, and legally coherent understanding of the factual and legal matrix underlying the dispute.

7. I have heard learned counsel for the parties at considerable length and have bestowed my anxious, thoughtful, and deliberate attention to the submissions advanced, against the backdrop of the pleadings of the parties, the entirety of the evidence adduced, and the concurrent findings recorded by the Courts below. The record of the lower Courts has been examined with meticulous care and in its entirety, with a view to assessing, *‘whether the impugned judgments and decrees are tainted by any jurisdictional infirmity, patent illegality, manifest perversity, or misappreciation of evidence, such as would justify interference by this Court in the exercise of its appellate jurisdiction. In undertaking this exercise, due regard has been paid to the principles of law governing the scope of appellate review, ensuring that conclusions are drawn upon a legally coherent, factually substantiated, and judicious basis’?*

8. Learned counsel for the appellant/plaintiff contended with emphasis that the learned First Appellate Court, in arriving at its conclusions, proceeded on the basis of mere surmises and conjectures, and erroneously held that the agreement to sell was vitiated by fraud. It was submitted that the findings recorded by the learned Additional District Judge are inherently contradictory, whereas the learned Civil Judge meticulously appreciated the pleadings and the evidence on record, and arrived at a reasoned and legally



sustainable conclusion. Accordingly, it was urged that the appeal be allowed, and the judgment and decree passed by the learned Civil Judge be restored and the judgment and decree of the learned First Appellate Court being set aside. Learned counsel further submitted that respondent No.2, Ramesh Kumar, in the contempt proceedings, ought to be held accountable for wilful violation of the injunction order passed by this Court, as such order is binding upon him, being a party claiming his rights, title, and interest derivatively through respondent No.1, Paramjit Kaur.

9. Whereas learned counsel for the respondents/defendants contended that the findings recorded by the learned First Appellate Court are well-reasoned, legally sound, and do not warrant interference, asserting that the learned Additional District Judge correctly concluded that the agreement lacks mutuality, as it was not signed by the appellant-plaintiff. Reliance was placed on the judgment of the Madras High Court in ***S.M. Gopal Chetty vs. Raman @ Natesan and 7 Others***, AIR 1998 Madras 169, to substantiate the principle that an unsigned agreement cannot form the basis for specific performance. It was further contended that the First Appellate Court rightly held that the agreement in question was the product of fraud, and, consequently, cannot be specifically enforced. Learned counsel additionally submitted that the contempt petition filed by the appellant/plaintiff constitutes an abuse of the process of the Court, as respondent Ramesh Chand had purchased the property from Kartar Singh well prior to the execution of the agreement dated 25.08.1988, which forms the foundation of the present suit, and, therefore, the injunction order is not binding upon him.

10. At the outset, the question regarding the contempt petition is considered. It is manifest on record that Ramesh Chand had purchased a plot



from Kartar Singh on 16.05.1988, as clearly pleaded in the initial written statement filed by the defendants. It is further the case of the defendants that Ramesh Chand was instrumental in procuring the agreement to sell dated 25.08.1988 through collusion and fraud in connivance with the appellant-plaintiff, Raghubir Singh. Consequently, the right, title, and interest of Ramesh Chand in respect of the plot purchased by him from Kartar Singh accrued prior to the execution of the agreement forming the subject-matter of the present suit. Admittedly, Ramesh Chand is not a party to the present proceedings, and no claim of right, title, or interest over the suit property has been asserted in his favour during the pendency of the suit. In these circumstances, it cannot be held that Ramesh Chand has stepped into the shoes of respondent No.1 or that he is bound by the injunction order previously passed by this Court. Since no injunction was directed against him, Ramesh Chand cannot be held guilty of contempt of Court. Accordingly, the contempt petition is **dismissed**.

11. As regards the scope of second appeal, it is now a settled proposition of law that in Punjab and Haryana, second appeals preferred are to be treated as appeals under Section 41 of the Punjab Courts Act, 1918 and not under Section 100 CPC. Reference in this regard can be made to the judgment of the Supreme Court in the case of *Pankajakshi (Dead) through LRs and others V/s Chandrika and others, (2016) 6 SCC 157*, followed by the judgments in the case of *Kirodi (since deceased) through his LR V/s Ram Parkash and others, (2019) 11 SCC 317* and *Satender and others V/s Saroj and others, 2022(12) Scale 92*. Relying upon the law laid down in the aforesaid judgments, no question of law is required to be framed.



12. The learned Additional District Judge held that the agreement to sell was vitiated by fraud, primarily on the ground that the stamp paper on which the agreement was scribed had originally been purchased for the execution of a Special Power of Attorney a fact which was admittedly acknowledged by the scribe, Niranjana Singh. Further, the non-examination of Phool Singh, the typist, and Barkha Ram as witnesses, according to the learned Appellate Court, cast additional doubt on the due execution of the agreement, as the signatures and thumb impressions were inconsistent: Phool Singh's signature and Barkha Ram's thumb impression were in blue ink, whereas Niranjana Singh, the scribe, and Kartar Singh, the executant, had affixed their signatures in black ink. Moreover, the appellant-plaintiff, Raghubir Singh, had not signed the agreement marked Ex.P2. The First Appellate Court therefore concluded that the signatures of Phool Singh and the thumb impression of Barkha Ram may have been obtained subsequently and further assumed that the scribe had typed the agreement on a pre-signed stamp paper. In addition, it was observed that the agreement to sell lacked mutuality and failed to sufficiently delineate the particulars of the suit land, thereby rendering the instrument incapable of being specifically enforced.

12.1. With respect to the effect of the appellant-plaintiff not signing the agreement Ex.P2, the learned counsel for the respondents relied upon the decision of the Madras High Court in *S.M. Gopal Chetty vs. Raman @ Natesan & Others*, AIR 1998 (Madras) 169, wherein it was held that an agreement not signed by the purchaser cannot constitute a valid contract. However, this position has been clarified and refined by the Hon'ble Apex Court in *Alka Boss vs. Parmatma Devi & Others*, wherein it was held that all agreements for sale are inherently bilateral in nature, premised upon



reciprocal promises: the vendor undertakes to sell, and the purchaser undertakes to purchase. Therefore, the mere absence of the signature of the purchaser does not, ipso facto, render the agreement unenforceable, provided other evidence establishes acceptance and intent to perform the contract.

13. On the other hand, the observations in ***S.M. Gopal Chetty's case*** (supra), asserting that an agreement must be signed by both the vendor and purchaser to constitute a valid contract, cannot be regarded as an inflexible legal proposition.

13.1. The relevant extract is reproduced as under:-

“It is well-settled that an agreement of sale comes into existence when the vendor unequivocally agrees to sell and the purchaser unambiguously agrees to purchase, for an agreed consideration and upon mutually accepted terms. Such an agreement need not be confined to a singular formal document; it may arise orally, through exchange of communications, or by written instruments that are not simultaneously executed by both parties. It may take the form of a single document signed by both parties, or of separate documents executed individually and exchanged between the parties, whereby the vendor retains a copy signed by the purchaser and the purchaser retains a copy signed by the vendor. Alternatively, the agreement may be perfected when the vendor executes the document and delivers it to the purchaser, who then accepts it. The essence lies not in the mere formalities of execution, but in the clear manifestation of mutual assent to contract, establishing enforceable rights and obligations between the parties.

Section 10 of the Indian Contract Act clearly stipulates that all agreements or contracts, provided they are made by the free consent of parties competent to contract, for a lawful consideration and with a lawful object, and are not expressly declared void under any provision of the Contract Act, shall be valid and enforceable.



The proviso to Section 10 elucidates that the Section shall not apply to contracts which are required by law to be made in writing, in the presence of witnesses, or to be registered under any enactment. No law applicable in Bihar at the relevant time mandates that an agreement of sale must be in writing, executed in the presence of witnesses, or registered. Consequently, even an oral agreement to sell constitutes a valid and enforceable contract. In such circumstances, a written instrument signed by only one party, if it evidences such an oral agreement, also enjoys full validity. It is well recognized that the terms of an agreement of sale are ordinarily negotiated and subsequently reduced to writing, either signed by both parties or, in appropriate cases, signed by the vendor alone, particularly where the contract arises through a series of offers and counter-offers communicated by recognized means. In the Indian legal context, an agreement of sale executed by the vendor and delivered to the purchaser, and accepted by the purchaser, has consistently been held to constitute a valid and binding contract, capable of specific performance under law.”

14. It is manifest that the authority cited by learned counsel for the respondents have been expressly overruled by the Hon’ble Apex Court, which has unequivocally held that an agreement executed and signed solely by the vendor, and delivered to the purchaser, constitutes a valid and enforceable document. In the present case, therefore, even if the agreement marked Ex.P2 was not signed by the appellant-plaintiff, it cannot be concluded that the same lacks mutuality, particularly in light of the categorical finding recorded by the learned First Appellate Court that the appellant-plaintiff was liable to pay a sum of ₹12,000/- and that a receipt thereof, marked Ex.P3, was duly executed by the defendant-Kartar Singh. It is, thus, clearly established on record that the agreement was effectively



executed by both parties, notwithstanding the absence of the signature of the appellant-plaintiff.

14.1. With regard to the contention that the agreement was vitiated by fraud, settled law mandates that fraud must be specifically pleaded and proved beyond reasonable doubt, akin to the standard of proof in a criminal case, with particulars of the alleged fraud delineated in detail. In the instant case, the respondents/defendants contended that Ramesh Chand had called Kartar Singh for execution of a Special Power of Attorney in favour of Raghbir Chand to facilitate mutation in respect of a plot allegedly purchased by Ramesh Chand from Kartar Singh on 16.05.1988. To substantiate this claim, the defendant examined Ramesh Chand as DW-2. However, the learned Additional District Judge, upon careful consideration, recorded that in cross-examination, Ramesh Chand unequivocally stated that the Special Power of Attorney, was obtained on 16.05.1988 itself and that the mutation had already been sanctioned. Thus, the allegations raised in the written statement were not proved.

14.2. The mere circumstance that the stamp paper on which the agreement was scribed was originally purchased for a Special Power of Attorney does not cast any shadow of doubt on the due execution of the agreement to sell. The appellant-plaintiff examined the scribe of the agreement, Niranjana Singh, who deposed that the agreement was scribed at the instance of Kartar Singh, read over to him, and signed after admission of its correctness. The signatures of Kartar Singh on Ex.P2 and the receipt Ex.P3 are not disputed, and while Niranjana Singh testified that he was not personally known to Kartar Singh, the admitted signatures conclusively establish that the agreement was duly executed by Kartar Singh.



14.3. The learned Additional District Judge's observation that the signatures of Phool Singh (in blue ink) and the thumb impression of Barkha Ram (with blue LTI) were obtained subsequently, in contrast to black ink signatures of Niranjana Singh and Kartar Singh, is speculative and based on conjecture. Merely because of a difference in ink does not suffice to infer post-facto execution. Similarly, the finding that the agreement was scribed on pre-signed stamp paper is also untenable, since the testimony of the scribe establishes that the agreement was prepared, read over, and admitted by Kartar Singh prior to execution. While the particulars of the suit land may not be exhaustively detailed in Ex.P2, there is no dispute regarding identification of the land, nor have the respondents/defendants contended that the agreement is unexecutable or vague. On the contrary, all material facts necessary for identification and performance are clear and admitted, establishing the agreement as valid, enforceable, and free from fraud.

15. In view of the foregoing analysis and upon a careful appraisal of the pleadings, evidence, and applicable legal principles, it is manifest that the findings recorded by the learned Additional District Judge are unsustainable and cannot be upheld in law. Consequently, the appeal preferred by the appellant is allowed, the judgment and decree passed by the learned First Appellate Court is hereby set aside, and the judgment and decree of the learned Civil Judge is restored. Accordingly, the suit of the appellant-plaintiff is decreed in terms of the judgment and decree passed by the learned Additional Civil Judge (Senior Division), Kurukshetra. The defendants are hereby directed to execute and get registered the sale deed of the suit land in favour of the appellant-plaintiff upon receipt of the balance sale consideration of ₹13,000/- along with interest at the rate of 12% per



annum from the date of agreement till payment within a period of ‘**one month**’ from the date of this order, to execute the sale deed within ‘**one month thereafter**’, and to deliver vacant possession of the suit property to the appellant-plaintiff forthwith upon completion of registration formalities.

16. Consequent upon the final adjudication of the principal matter, all pending miscellaneous applications, if any, arising out of or in connection with the present proceedings, shall stand disposed of by necessary implication. In light of the conclusions reached herein, no separate or independent orders are called for in respect of such applications, as their adjudication has become wholly infructuous and academic.

17. It is directed that a photocopy of this order be placed on the connected file for record, ready reference, and for taking such further action as may be necessary.

22.01.2026
Gaurav Sorot

(**VIRINDER AGGARWAL**)
JUDGE

Whether reasoned / speaking?	Yes / No
Whether reportable?	Yes / No